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Attorneys for Defendants
 OPPENHEIMER & CO. INC. and
 OPPENHEIMER HOLDINGS INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CREDITORS ADJUSTMENT BUREAU, INC.,	)	Case No. _____
)	
Plaintiff,	)	NOTICE OF REMOVAL ACTION
	)	PURSUANT TO 28 U.S.C. §§ 1332, 1441,
vs.	)	AND 1446
)	
OPPENHEIMER & CO. INC.;	)	[DIVERSITY JURISDICTION]
OPPENHEIMER HOLDINGS INC.; and)	
DOES 1 through 10, Inclusive,)	
)	
Defendants.)	
)	

TO THE CLERK OF THE ABOVE-ENTITLED COURT AND THE HONORABLE UNITED
 STATES DISTRICT JUDGE:

PLEASE TAKE NOTICE that Defendants OPPENHEIMER & CO. INC. and
 OPPENHEIMER HOLDINGS INC. (collectively, "Defendants") hereby provide Notice of Removal
 based on diversity, pursuant to 28 U.S.C. § 1332, 1441 and 1446 and hereby remove the above-
 captioned action from the Superior Court of the State of California, in and for the County of Santa
 Clara, to the United States District Court for the Northern District of California. Defendants assert
 that jurisdiction exists as follows:

PROCEDURAL BACKGROUND

1. On May 14, 2021, Plaintiff CREDITORS ADJUSTMENT BUREAU, INC. (“Plaintiff”) filed a Complaint in the Superior Court of the State of California, County of Santa Clara, thereby commencing a civil action entitled *Creditors Adjustment Bureau, Inc. v. Oppenheimer & Co. Inc.; Oppenheimer Holdings Inc.; and DOES 1 through 10, Inclusive* (the “State Court Action”) against Defendants. A true and correct copy of the Complaint, is attached as Exhibit “A.” See Declaration of Valerie I. Holder in support of Notice of Removal (“Holder Decl.”), ¶ 3. Exhibit “A” constitutes all of the summons, pleadings and orders in the State Court Action.

2. Defendants’ agent for service of process was served with the Complaint on June 7, 2021 via mail. A true and correct copy of the Proof of Service is attached as Exhibit “B.” See Holder Decl., ¶ 4.

3. Pursuant to California Code of Civil Procedure 415.40, service by mail on an out of state defendant is deemed complete on the 10th day after mailing; thus, service was completed on June 11, 2021.

JURISDICTIONAL BASIS FOR REMOVAL - DIVERSITY

4. The district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, and the citizenship of each plaintiff is different from that of each defendant. 28 U.S.C. § 1332. Diversity jurisdiction exists to provide a “neutral” forum in cases where one or more of the parties is a citizen of another state or country and to protect against local prejudice in state courts. See *Asher v. Pac. Power & Light Co.*, 249 F. Supp. 671, 674 (N.D. Cal. 1965). Here, the District Court has original jurisdiction because complete diversity exists between Plaintiff and Defendants, and the amount in controversy exceeds \$75,000.

COMPLETE DIVERSITY AMONG THE PARTIES EXISTS

5. Plaintiff is a corporation that is duly organized and exists under and by virtue of the laws of the State of California. See Complaint, ¶ 5, attached as Exhibit “A”; see also *Heinz v. Havelock*, 757 F. Supp. 1076, 1079 (C.D. Cal. 1991) (residence is a factor in domicile for diversity jurisdiction).

6. Defendants are citizens of New York where they maintain their principal place of business and where they are incorporated. *See* Declaration of John McGuire (“McGuire Decl.”), ¶ 3; *see also* 28 U.S.C. § 1332(c)(1) (“corporation shall be deemed to be a citizen of every State and foreign state by which it has been incorporated and of the State or foreign state where it has its principal place of business”); *Hertz Corp. v. Friend*, 559 U.S. 77, 81 (2010) (principal place of business refers to “nerve center” where corporation’s high level officers direct, control and coordinate the corporation’s activities). Furthermore, New York is where Defendants’ high level officers work and control the corporations’ activities. *See* McGuire Decl., ¶ 4. *See also* Exhibit “1” to Defendants’ Request for Judicial Notice In Support of Notice of Removal.

7. Although fictitiously designated defendants are referred to in the Complaint, such fictitious defendants are to be disregarded for purposes of this petition. 28 U.S.C. § 1441(b)(1).

8. Because Plaintiff is a citizen of California and Defendants are not citizens of California (but rather a citizens of New York) the citizenship of all parties is diverse.

THE AMOUNT IN CONTROVERSY EXCEEDS \$75,000.00

9. Removal is proper “if the district court finds, by the preponderance of the evidence, that the amount in controversy exceeds” \$75,000. 28 U.S.C. § 1446(c)(2)(B). Through its Complaint, Plaintiff seeks judgment in the amount of \$93,904.69, together with interest as well as attorney’s fees for its open book account, account stated, and reasonable value causes of action. *See* Exhibit “A” p.4, ¶1.

10. In light of the above, the jurisdictional amount in controversy exceeds \$75,000, such that the requirements for diversity jurisdiction are satisfied.

TIMELINESS OF REMOVAL

11. As required by 28 U.S.C. section 1446(b)(3), this Notice of Removal is timely because it is being filed within thirty (30) days from service of the Complaint on Defendants. *See* Fed. R. Civ. P. 6(a)(1)(C); California Code of Civil Proc. § 415.40; Holder Decl., ¶¶ 4-6 & Exh. “B.” This Notice of Removal is timely because it is being filed within thirty (30) days from the completion of service according to Cal. Code Civ. Proc. § 415.40, which states that service by mail on an out-of-state defendant is deemed complete ten (10) days after mailing. Plaintiff served the complaint via mail on

June 1, 2021, therefore service was deemed complete on June 11, 2021. *See Luchetti v. Hershey Co.*, No. C 08-1629 SI, 2008 U.S. Dist. LEXIS 53556, at *7 (N.D. Cal. June 4, 2008) (citing *Murphy Brothers, Inc. v. Mitchetti Pipe Stringing, Inc.*, 526 U.S. 344, 347-48, 352-54 (1999) (“An individual or entity named as a defendant is not obliged to engage in litigation unless notified of the action, and brought under a court’s authority, by formal process”)).

VENUE

12. Plaintiff filed the State Court Action in the Superior Court of the State of California, in and for the County of Santa Clara.

13. Pursuant to 28 U.S.C. section 1446(a) (which states that venue lies in the district and division in which the state court proceeding is pending), Defendants are removing this case to the United States District Court for the Northern District of California, which is the district and division in which the State Court Action is pending. *See* Holder Decl., ¶ 6.

NOTICE TO STATE COURT AND PLAINTIFFS

14. Pursuant to 28 U.S.C. § 1446(d), Notice of Removal is concurrently being filed with the Superior Court of California, County of Santa Clara Exhibit “C” (*see* Holder Decl., ¶ 7 & Exh. “C,” attached without exhibits, which are incorporated fully in the federal removal documents) and being served on Plaintiff Exhibit “D” (*see* Holder Decl., ¶ 7 & Exh. “D,” attached without exhibits, which are incorporated fully in the federal removal documents).

WHEREFORE, Defendants hereby remove Santa Clara County Superior Court Case No. 21CV382341 to the United States District Court for the Northern District of California.

DATED: July 12, 2021



 ESTHER E. CHO
 VALERIE I. HOLDER
 KEESAL, YOUNG & LOGAN
 Attorneys for Defendants
 OPPENHEIMER & CO. INC. and
 OPPENHEIMER HOLDINGS INC.

EXHIBIT A

SUM-100

SUMMONS

(CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

OPPENHEIMER & CO. INC.; OPPENHEIMER HOLDINGS INC.;
and DOES 1 through 10, Inclusive

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

CREDITORS ADJUSTMENT BUREAU, INC.

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

E-FILED

5/14/2021 9:19 AM

Clerk of Court
Superior Court of CA,
County of Santa Clara
21CV382341

Reviewed By: N. Christopherson
Envelope: 6445461

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

SANTA CLARA SUPERIOR COURT, DOWNTOWN SUPERIOR COURT, UNLIMITED CIVIL
191 N. FIRST STREET
SAN JOSE CA 95113

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

KENNETH J. FREED [SBN 125349]/ DAVID E. WEEKS [SBN 190542]

LAW OFFICES OF KENNETH J. FREED

14226 VENTURA BLVD., SHERMAN OAKS, CA 91423

TELE: (818) 990-0888

DATE: 5/14/2021 9:19 AM
(Fecha)

Clerk of Court

Clerk, by
(Secretario)

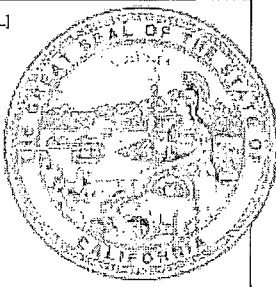
/s/ N. Christopherson

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify): **OPPENHEIMER HOLDINGS INC.**

- under:
- | | |
|--|---|
| <input checked="" type="checkbox"/> CCP 416.10 (corporation) | <input type="checkbox"/> CCP 416.60 (minor) |
| <input type="checkbox"/> CCP 416.20 (defunct corporation) | <input type="checkbox"/> CCP 416.70 (conservatee) |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| <input type="checkbox"/> other (specify): | |

- ☐ by personal delivery on (date):

Page 1 of 1

21CV382341
Santa Clara – Civil

ATTACHMENT CV-5012 Harris

CIVIL LAWSUIT NOTICE**Superior Court of California, County of Santa Clara**
191 North First St., San José, CA 95113

CASE NUMBER: _____

21CV382341

PLEASE READ THIS ENTIRE FORM

PLAINTIFF (the person suing): Within 60 days after filing the lawsuit, you must serve each Defendant with the *Complaint*, *Summons*, an *Alternative Dispute Resolution (ADR) Information Sheet*, and a copy of this *Civil Lawsuit Notice*, and you must file written proof of such service.

DEFENDANT (The person sued): **You must do each of the following to protect your rights:**

1. You must file a **written response** to the *Complaint*, using the proper legal form or format, in the Clerk's Office of the Court, within **30 days** of the date you were served with the *Summons* and *Complaint*;
2. You must serve by mail a copy of your written response on the Plaintiff's attorney or on the Plaintiff if Plaintiff has no attorney (to "serve by mail" means to have an adult other than yourself mail a copy); and
3. You must attend the first Case Management Conference.

Warning: If you, as the Defendant, do not follow these instructions, you may automatically lose this case.

RULES AND FORMS: You must follow the California Rules of Court and the Superior Court of California, County of <_CountyName_> Local Civil Rules and use proper forms. You can obtain legal information, view the rules and receive forms, free of charge, from the Self-Help Center at 201 North First Street, San José (408-882-2900 x-2926).

- State Rules and Judicial Council Forms: www.courtinfo.ca.gov/forms and www.courtinfo.ca.gov/rules
- Local Rules and Forms: <http://www.sccsuperiorcourt.org/civil/rule1toc.htm>

CASE MANAGEMENT CONFERENCE (CMC): You must meet with the other parties and discuss the case, in person or by telephone at least 30 calendar days before the CMC. You must also fill out, file and serve a *Case Management Statement* (Judicial Council form CM-110) at least 15 calendar days before the CMC.

You or your attorney must appear at the CMC. You may ask to appear by telephone – see Local Civil Rule 8.

Kirwan, Peter

Your Case Management Judge is: _____ Department: _____

The 1st CMC is scheduled for: (Completed by Clerk of Court)Date: 09/21/21 Time: 3:45 pm in Department: 19The next CMC is scheduled for: (Completed by party if the 1st CMC was continued or has passed)

Date: _____ Time: _____ in Department: _____

ALTERNATIVE DISPUTE RESOLUTION (ADR): If all parties have appeared and filed a completed *ADR Stipulation Form* (local form CV-5008) at least 15 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at www.sccsuperiorcourt.org/civil/ADR/ or call the ADR Administrator (408-882-2100 x-2530) for a list of ADR providers and their qualifications, services, and fees.

WARNING: Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.

E-FILED
5/14/2021 9:19 AM
Clerk of Court
Superior Court of CA,
County of Santa Clara
21CV382341
Reviewed By: N. Christopherson

LAW OFFICES OF KENNETH J. FREED
KENNETH J. FREED, ESQ. [SBN 125349]
DAVID E. WEEKS, ESQ. [SBN 190542]
14226 Ventura Boulevard
Sherman Oaks, California 91423
(818) 990-0888; (818) 990-1047 Facsimile
KFREED@KJFESQ.COM
DWEEDS@KJFESQ.COM

Attorneys for Plaintiff
CREDITORS ADJUSTMENT BUREAU, INC.
Our File No. 6061478

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
DOWNTOWN SUPERIOR COURT, UNLIMITED CIVIL

CREDITORS ADJUSTMENT	)	CASE NO. 21CV382341
BUREAU, INC.,)	
)	
Plaintiff,	)	COMPLAINT FOR MONEY
)	
vs.	)	1. OPEN BOOK ACCOUNT
	)	2. ACCOUNT STATED
OPPENHEIMER & CO. INC.;	)	3. REASONABLE VALUE
OPPENHEIMER HOLDINGS INC.;	)	4. BREACH OF CONTRACT
and DOES 1 through 10, Inclusive,)	
	)	Amount of Demand: \$93,904.69
Defendants.)	

Plaintiff alleges as follows:

DEFINITIONS AND PRELIMINARY ALLEGATIONS

1. As used herein, the term "Plaintiff's Assignor" shall refer to LINKEDIN.
2. As used herein, the term "Debt" refers to the following sum: \$93,904.69.
3. As used herein, the term "Due Date" refers to January 5, 2020.
4. Prior to the commencement of this action, the claims herein sued upon were assigned to Plaintiff by the Plaintiff's Assignor and Plaintiff is now the owner and holder of such claims.
5. Plaintiff is a corporation, duly organized and existing under and by virtue of the laws of the State of California, and is a collection agency.

1 6. The true names and capacities, whether individual, corporate, associate or
2 otherwise, of the Defendants herein designated DOES 1 through 10, inclusive, are unknown to
3 Plaintiff.

4 7. The obligations and claims sued upon herein were made and entered into and are
5 due and payable in the above-mentioned Judicial District and County, State of California, and are
6 not subject to the provisions of Sections 1812.10 and 2984.4 of the California Civil Code, and
7 Section 395(b) of the California Code of Civil Procedure.

8 8. At all times herein mentioned, the Defendants were agents and employees of the
9 other Defendants, and were acting within the course and scope of such agency and employment.

10 9. Plaintiff is informed and believes and thereon alleges that each Defendant is and
11 at all times herein mentioned was, an alter-ego and/or successor in interest of each other
12 Defendant, in order to perpetrate a fraud and to accomplish other wrongful and inequitable
13 purposes, such that the Court must disregard the separate entities and treat each entities' acts as
14 set forth herein as if they were done by each of these named Defendants.

15 FIRST CAUSE OF ACTION (OPEN BOOK ACCOUNT)

16 (Against All Defendants; and DOES 1 through 10, Inclusive)

17 10. Plaintiff repeats, realleges and incorporates herein by reference paragraphs 1
18 through 9 as though fully set forth herein.

19 11. Within four years preceding the commencement of this action, Defendants, and
20 each of them, became indebted to Plaintiff's Assignor in the amount of Debt for a balance due on
21 an open book account for goods sold and delivered and/or services rendered by Plaintiff's
22 Assignor to Defendants at Defendants' request. Said Debt has not been paid although payment
23 has been demanded, and said Debt is now due, owing and unpaid, together with interest thereon
24 at the rate of ten percent (10%) per annum since demanded on the Due Date.

25 12. The Debt sued upon herein was incurred on or after January 1, 1987, and is
26 subject to the provisions of the California Civil Section 1717.5 and that Plaintiff is entitled to be
27 awarded attorney's fees pursuant to said section.
28

SECOND CAUSE OF ACTION (ACCOUNT STATED)

(Against All Defendants; and DOES 1 through 10, Inclusive)

13. Plaintiff repeats, realleges and incorporates herein by reference paragraphs 1 through 9 as though fully set forth herein.

14. Within four years preceding the commencement of this action, an account was stated by and between Plaintiff's Assignor and Debt, and each of them wherein it was ascertained and agreed that said Debt owed said Debt to Plaintiff's Assignor together with interest thereon at the rate of ten percent (10%) per annum from the Due Date.

15. The Debt sued upon herein was incurred on or after January 1, 1987, and is subject to the provisions of the California Civil Code Section 1717.5 and that Plaintiff is entitled to be awarded attorney's fees pursuant to said Section.

THIRD CAUSE OF ACTION (REASONABLE VALUE)

(Against All Defendants; and DOES 1 through 10, Inclusive)

16. Plaintiff repeats, realleges and incorporates herein by reference paragraphs 1 through 9 as though fully set forth herein.

17. Within two years preceding the commencement of this action Defendants, and each of them, became indebted to Plaintiff's Assignor for the reasonable value of goods sold and delivered and/or services rendered by Plaintiff's Assignor to said Defendants at said Defendants' request, the Debt was and is the reasonable value of said goods and/or services. No part of said Debt has been paid although payment has been demanded, and said Debt is now due, owing and unpaid together with interest at the rate of ten (10%) percent per annum since demanded on the Due Date.

18. The Debt sued upon herein was incurred on or after January 1, 1987, and is subject to the provisions of the California Civil Code Section 1717.5 and that Plaintiff is entitled to be awarded attorney's fees pursuant to said section.

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1 FOURTH CAUSE OF ACTION (BREACH OF CONTRACT)

2 (Against Defendants OPPENHEIMER & CO. INC.;

3 OPPENHEIMER HOLDINGS INC.; and DOES 1 through 10, Inclusive)

4 19. Plaintiff repeats, realleges and incorporates herein by reference paragraphs 1
5 through 9 as though fully set herein.

6 20. Plaintiff's Assignor and Defendant entered into a written agreement, a copy
7 of the agreement is attached hereto and marked as Exhibit "1", and incorporated herein by
8 reference as though set forth in full, wherein Plaintiff's Assignor agreed to sell and deliver goods
9 and/or render services described therein to the Defendant, and Defendant agreed to pay therefore.

10 21. Within four years preceding the commencement of this action, pursuant to said
11 agreements, Plaintiff's Assignor sold and delivered goods and/or rendered services to said
12 Defendant. Although demand for payment has been made upon the Defendant, said Defendant
13 has failed and refused to pay the Debt, and the Debt is now due, owing and unpaid, together with
14 interest thereon at the rate of ten percent (10%) per annum since demanded on the Due Date.

15 22. Plaintiff's Assignor has performed all conditions, terms and obligations on its part
16 to be performed.

17 23. Said agreements further provide that if legal action be taken to collect any sums
18 due and owing thereunder, Defendant shall pay reasonable attorneys fees necessitated thereby.
19 Plaintiff has employed the Law Offices of Kenneth J. Freed to prosecute this action, and thereby
20 has paid, and will pay attorneys fees for legal services rendered. Plaintiff thus requests this Court
21 to award it reasonable fees according to proof or according to this Court's reasonable fee schedule.

22
23 **WHEREFORE**, Plaintiff prays for judgment against Defendants, and each of them, as
24 follows:

25 AS TO THE FIRST, SECOND AND THIRD CAUSES OF ACTION:

26 1. For the sum of \$93,904.69, together with interest thereon at the rate of ten percent
27 (10%) per annum from January 5, 2020;

28 2. For costs of suit incurred herein;

3. For attorney's fees pursuant to California Civil Code Section 1717.5; and
4. For such other and further relief as the court may deem just and proper.

AS TO THE FOURTH CAUSE OF ACTION:

1. For the sum of \$93,904.69, together with interest thereon at the rate of ten percent (10%) per annum from January 5, 2020;
2. For costs of suit incurred herein;
3. For reasonable attorney's fees; and
4. For such other and further relief as the court may deem just and proper.

DATED: May 8, 2021

LAW OFFICES OF KENNETH J. FREED

By: 

KENNETH J. FREED
Attorneys for Plaintiff
CREDITORS ADJUSTMENT BUREAU, INC.

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EXHIBIT "1"

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LinkedIn
1000 West Maude Avenue
Sunnyvale, CA 94085
Phone: 650.687.3600
Fax: 1.650.429.2122
www.linkedin.com

Pricing Valid Through:

Proposed by:
Daniel Goitein
dgoitein@linkedin.com

CONTRACT CONTACT: Bob Hord

Sold to Customer Oppenheimer Holdings Inc.

BILL TO: Please review the below Billing details and edit if necessary.

Bill To Doing Business As:

Contact: Bob Hord

Oppenheimer Holdings Inc.

Address: 85 Broad St Fl 22

City/State/Zip: New York NY 10004-2434

Country: United States

Email: bob.hord@opco.com

Phone: (212) 825-4218

By initialing here, I agree that the Billing details are current and accurate. _____

SHIP TO: Oppenheimer Holdings Inc.

Ship To Doing Business As:

85 Broad St Fl 22

New York, NY 10004-2434

United States

ORDER INFORMATION

Contract #: CS5199685-18

Billing Period: Annually Upfront

Billing Method: invoice

Billing Instructions:

For Internal Only:

Type: Renewal

Rep Region: LSS-NA-US-CHI1-CORP-LEN-RM

Agency Name:

Currency: USD

Contract Start Date*: December 6, 2019

Contract End Date: December 5, 2020

*"The start date of the services on this Order Form will be the later of the Contract Start Date or the date that the Order Form is fully executed"

Product/Order Description	Qty	Term (Months)	Notes	Sales Price	Total
Product Name: Sales Navigator Team (50-99 Seats) Product SKU: SNTXX04-1407 Product Description: Sales insights and customized recommendations from the world's largest professional network. Includes TeamLink, 30 InMail messages per month, 10 PointDrive presentations per month, extended network access, usage reporting, and other premium features. (Annual Subscription)	75	12		\$1,150.00	\$86,250.00
				SUB TOTAL	\$86,250.00
				ESTIMATED TAX*	\$0.00
				ESTIMATED ORDER TOTAL	\$86,250.00

PURCHASE ORDER INFORMATION	TAX INFORMATION
<p>Our records INDICATE that a Purchase Order Number may NOT be required for this order.</p> <p>If a Purchase Order IS required, please enter the PO Number:</p> <p>By initialing here, I confirm that a Purchase Order number is NOT required, or if a Purchase Order Number is listed ABOVE, I confirm that it is current and accurate. _____</p>	<p>Check here if your company is tax exempt: Please attach any/all exemption certifications or email documentation to taxinquiry@linkedin.com.</p> <p>Your order will be taxed using the applicable tax rate for your shipping address. The tax listed on your order form is only an estimate and is calculated on the net price. Your invoice will reflect the final total taxes in effect at the time of invoicing and may differ from the amount listed on this order form.</p> <p>For customers located in AZ, CO, CT, FL, HI, IA, IL, IN, LA, MA, MN, MS, NE, NM, NJ, NY, NC, OH, PA, RI, SC, SD, TN, TX, UT, VA, WI and WV, LinkedIn may be required to charge sales tax on your order pursuant to certain state and local sales tax laws. Any applicable sales tax charges will appear separately on your final invoice. For customers located in other states, your state and/or local government may require you to report your purchase and pay appropriate sales and/or use tax amounts to them directly.</p>
PAYMENT INFORMATION	
<ul style="list-style-type: none"> Customer Payment Terms: 30 Days US and Canada Customers: Check, Credit Card, or Bank Wire Transfer Non-US Customers: Credit Card or Bank Wire Transfer only 	

TERMS

- LinkedIn Services provided under this Order Form are governed by the LinkedIn Subscription Agreement between the parties ("LSA"), the terms of which are incorporated into this Order Form. The Service Terms available at <https://legal.linkedin.com/service-specific-terms> apply to Customer to the extent the specific Service is included in this Order Form, the terms of which are incorporated into this Order Form.
- Except as provided in the LSA, Services purchased under this Order Form are non-cancelable and non-refundable.
- Future orders will be at list price (including any applicable volume based discounts) at the time of purchase.
- Customer will maintain complete and accurate billing and contact information with LinkedIn and will notify LinkedIn of any inaccuracies on an invoice within the time period set forth in the Payment Terms section above.
- Add-on orders must co-term with the originating order.
- This order will automatically renew for the same subscription term, unless either party gives the other written notice of non-renewal at least 45 days prior to the end of the subscription term.

I HEREBY REPRESENT THAT: (I) I AM AN AUTHORIZED SIGNATORY FOR CUSTOMER; (II) I HAVE READ AND AGREED TO THE TERMS OF THIS ORDER FORM; AND (III) BY SIGNING THIS ORDER FORM, I AM ENTERING INTO A LEGALLY BINDING CONTRACT.

CUSTOMER OR APPROVED AGENCY		LinkedIn Corporation	
Signature:		Signature:	<i>Marsha Escobar</i>
Name:		Name:	Marsha Escobar
Title:		Title:	Senior Manager, Revenue Recognition
Date:		Date:	November 25, 2019

NEITHER PARTY IS REQUIRED TO SIGN THIS RENEWAL ORDER FORM.



[Sign In](#)

[Join Now](#)

User Agreement

Effective on May 8, 2018

Our User Agreement has been updated. [Click here to see a summary of changes.](#)

Our mission is to connect the world's professionals to allow them to be more productive and successful. Our services are designed to promote economic opportunity for our members by enabling you and millions of other professionals to meet, exchange ideas, learn, and find opportunities or employees, work, and make decisions in a network of trusted relationships.


 [More information about how we use your content is in our User Agreement video](#)

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1. Introduction

1.1 Contract



You agree that by clicking "Join Now", "Join LinkedIn", "Sign Up" or similar, registering, accessing or using our services (described below), you are **agreeing to enter into a legally binding contract** with LinkedIn (even if you are using our Services on behalf of a company). If you do not agree to this contract ("Contract" or "User Agreement"), do not click "Join Now" (or similar) and do not access or otherwise use any of our Services. If you wish to terminate this contract, at any time you can do so by closing your account and no longer accessing or using our Services.

Services

This Contract applies to LinkedIn.com, LinkedIn-branded apps, SlideShare, LinkedIn Learning and other LinkedIn-related sites, apps, communications and other services that state that they are offered under this Contract ("Services"), including the offsite collection of data for those Services, such as our ads and the "Apply with LinkedIn" and "Share with LinkedIn" plugins. Registered users of our Services are "Members" and unregistered users are "Visitors". This Contract applies to both Members and Visitors.

LinkedIn

You are entering into this Contract with LinkedIn (also referred to as "we" and "us").

We use the term "Designated Countries" to refer to countries in the European Union (EU), European Economic Area (EEA), and Switzerland.

If you reside in the "Designated Countries", you are entering into this Contract with LinkedIn Ireland Unlimited Company ("LinkedIn Ireland") and LinkedIn Ireland will be the controller of your personal data provided to, or collected by or for, or processed in connection with our Services.

If you reside outside of the "Designated Countries", you are entering into this Contract with LinkedIn Corporation ("LinkedIn Corp.") and LinkedIn Corp. will be the controller of your personal data provided to, or collected by or for, or processed in connection with our Services.

This Contract applies to Members and Visitors.

As a Visitor or Member of our Services, the collection, use and sharing of your personal data is subject to this Privacy Policy (which includes our Cookie Policy and other documents referenced in this Privacy Policy) and updates.

1.2 Members and Visitors

When you register and join the LinkedIn Service or become a registered user on SlideShare, you become a Member. If you have chosen not to register for our Services, you may access certain features as a "Visitor."

1.3 Change

We may make changes to the Contract.

We may modify this Contract, our Privacy Policy and our Cookies Policies from time to time. If we make material changes to it, we will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you may close your account. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms.

2. Obligations

2.1 Service Eligibility

Here are some promises that you make to us in this Contract:

You're eligible to enter into this Contract and you are at least our "Minimum Age."

The Services are not for use by anyone under the age of 16.

To use the Services, you agree that: (1) you must be the "Minimum Age" (described below) or older; (2) you will only have one LinkedIn account (and/or one SlideShare account, if applicable), which must be in your real name; and (3) you are not already restricted by LinkedIn from using the Services. Creating an account with false information is a violation of our terms, including accounts registered on behalf of others or persons under the age of 16.

"Minimum Age" means 16 years old. However, if law requires that you must be older in order for LinkedIn to lawfully provide the Services to you without parental consent (including using of your personal data) then the Minimum Age is such older age.

2.2 Your Account



You will not share an account with anyone else and will follow our rules and the law.

Members are account holders. You agree to: (1) try to choose a strong and secure password; (2) keep your password secure and confidential; (3) not transfer any part of your account (e.g., connections) and (4) follow the law and our list of Dos and Don'ts and Professional Community Policies. You are responsible for anything that happens through your account unless you close it or report misuse.

As between you and others (including your employer), your account belongs to you. However, if the Services were purchased by another party for you to use (e.g. Recruiter seat bought by your employer), the party paying for such Service has the right to control access to and get reports on your use of such paid Service; however, they do not have rights to your personal account.

2.3 Payment

You'll honor your payment obligations and you are okay with us storing your payment information. You understand that there may be fees and taxes that are added to our prices.

We don't guarantee refunds.

If you buy any of our paid Services ("Premium Services"), you agree to pay us the applicable fees and taxes and to additional terms specific to the paid Services. Failure to pay these fees will result in the termination of your paid Services. Also, you agree that:

- Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates).
- We may store and continue billing your payment method (e.g. credit card) even after it has expired, to avoid interruptions in your Services and to use to pay other Services you may buy.
- If you purchase a subscription, your payment method automatically will be charged at the start of each subscription period for the fees and taxes applicable to that period. To avoid future charges, cancel before the renewal date. Learn how to **cancel or suspend** your Premium Services.
- All of your purchases of Services are subject to LinkedIn's refund policy.
- We may calculate taxes payable by you based on the billing information that you provide us at the time of purchase.

You can get a copy of your invoice through your LinkedIn account settings under "Purchase History".

2.4 Notices and Messages

You're okay with us providing notices and messages to you through our websites, apps, and contact information. If your contact information is out of date, you may miss out on important notices.

You agree that we will provide notices and messages to you in the following ways: (1) within the Service, or (2) sent to the contact information you provided us (e.g., email, mobile number, physical address). You agree to keep your contact information up to date.

Please review your settings to control and limit messages you receive from us.

2.5 Sharing

When you share information on our Services, others can see, copy and use that information.

Our Services allow messaging and sharing of information in many ways, such as your profile, slide decks, links to news articles, job postings, InMails and blogs. Information and content that you share or post may be seen by other Members, Visitors or others (including off of the Services). Where we have made settings available, we will honor the choices you make about who can see content or information (e.g., message content to your addressees, sharing content only to LinkedIn connections, restricting your profile visibility from search engines, or opting not to notify others of your LinkedIn profile update). For job searching activities, we default to not notifying your connections network or the public. So if you apply for a job through our Service or opt to signal that you are interested in a job, our default is to share it only with the job poster.

We are not obligated to publish any information or content on our Service and can remove it in our sole discretion, with or without notice.



3. Rights and Limits

3.1. Your License to LinkedIn

You own all of the content, feedback, and personal information you provide to us, but you also grant us a non-exclusive license to it.

We'll honor the choices you make about who gets to see your information and content, including how it can be used for ads.

As between you and LinkedIn, you own the content and information that you submit or post to the Services, and you are only granting LinkedIn and our affiliates the following non-exclusive license:

A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish, and process, information and content that you provide through our Services and the services of others, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

1. You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other systems.
2. We will not include your content in advertisements for the products and services of third parties to others without your separate consent (including sponsored content). However, we have the right, without payment to you or others, to serve ads near your content and information, and your social actions may be visible and included with ads, as noted in the Privacy Policy.
3. We will get your consent if we want to give others the right to publish your content beyond the Services. However, if you choose to share your post as "public", we will enable a feature that allows other Members to embed that public post onto third-party services, and we enable search engines to make that public content findable through their services. [Learn More](#)
4. While we may edit and make format changes to your content (such as translating it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your expression.
5. Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others, including under the terms of a Creative Commons license.

You and LinkedIn agree that if content includes personal data, it is subject to our Privacy Policy.

You and LinkedIn agree that we may access, store, process and use any information and personal data that you provide in accordance with the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding our Services to LinkedIn, you agree that LinkedIn can use and share (but does not have to) such feedback for any purpose without compensation to you.

You promise to only provide information and content that you have the right to share, and that your LinkedIn profile will be truthful.

You agree to only provide content or information that does not violate the law nor anyone's rights (including intellectual property rights). You also agree that your profile information will be truthful. LinkedIn may be required by law to remove certain information or content in certain countries.

3.2 Service Availability

We may change, suspend or end any Service, or change and modify prices prospectively in our discretion. To the extent allowed under law, these changes may be effective upon notice provided to you.

We may change or discontinue any of our Services. We don't promise to store or keep showing any information and content that you've posted.

LinkedIn is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.



Your use of others' content and information posted on our Services, is at your own risk.

Others may offer their own products and services through our Services, and we aren't responsible for those third-party activities.

By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. LinkedIn generally does not review content provided by our Members or others. You agree that we are not responsible for others' (including other Members') content or information. We cannot always prevent this misuse of our Services, and you agree that we are not responsible for any such misuse. You also acknowledge the risk that you or your organization may be mistakenly associated with content about others when we let connections and followers know you or your organization were mentioned in the news. Members have choices about this feature.

You are responsible for deciding if you want to access or use third-party apps or sites that link from our Services. If you allow a third-party app or site to authenticate you or connect with your LinkedIn account, that app or site can access information on LinkedIn related to you and your connections. Third-party apps and sites have their own legal terms and privacy policies, and you may be giving others permission to use your information in ways we would not. Except to the limited extent it may be required by applicable law, LinkedIn is not responsible for these other sites and apps — use these at your own risk. Please see our Privacy Policy.

3.4 Limits

We have the right to limit how you connect and interact on our Services.

LinkedIn reserves the right to limit your use of the Services, including the number of your connections and your ability to contact other Members. LinkedIn reserves the right to restrict, suspend, or terminate your account if LinkedIn believes that you may be in breach of this Contract or law or are misusing the Services (e.g., violating any of the Dos and Don'ts or Professional Community Policies).

3.5 Intellectual Property Rights

We're providing you notice about our intellectual property rights.

LinkedIn reserves all of its intellectual property rights in the Services. Using the Services does not give you any ownership in our Services or the content or information made available through our Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners. LinkedIn, SlideShare, and "in" logos and other LinkedIn trademarks, service marks, graphics, and logos used for our Services are trademarks or registered trademarks of LinkedIn.

3.6 Automated Processing

We use data and information about you to make relevant suggestions to you and others.

We will use the information and data that you provide and that we have about Members to make recommendations for connections, content and features that may be useful to you. For example, we use data and information about you to recommend jobs to you and you to recruiters. Keeping your profile accurate and up-to-date helps us to make these recommendations more accurate and relevant.

4. Disclaimer and Limit of Liability

4.1 No Warranty

This is our disclaimer of legal liability for the quality, safety, or reliability of our Services.

TO THE EXTENT ALLOWED UNDER LAW, LINKEDIN AND ITS AFFILIATES (AND THOSE THAT LINKEDIN WORKS WITH TO PROVIDE THE SERVICES) (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NON-INFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS.

SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

4.2 Exclusion of Liability

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TO THE EXTENT PERMITTED UNDER LAW (AND UNLESS LINKEDIN HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES THIS CONTRACT), LINKEDIN AND ITS AFFILIATES (AND THOSE THAT LINKEDIN WORKS WITH TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT).

IN NO EVENT SHALL THE LIABILITY OF LINKEDIN AND ITS AFFILIATES (AND THOSE THAT LINKEDIN WORKS WITH TO PROVIDE THE SERVICES) EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, AN AMOUNT THAT IS THE LESSER OF (A) FIVE TIMES THE MOST RECENT MONTHLY OR YEARLY FEE THAT YOU PAID FOR A PREMIUM SERVICE, IF ANY, OR (B) US \$1000.

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND LINKEDIN AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF LINKEDIN OR ITS AFFILIATES HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.

5. Termination

We can each end this Contract anytime we want.

Both you and LinkedIn may terminate this Contract at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

- Our rights to use and disclose your feedback;
- Members and/or Visitors' rights to further re-share content and information you shared through the Service to the extent copied or re-shared prior to termination;
- Sections 4, 6, 7, and 8.2 of this Contract;
- Any amounts owed by either party prior to termination remain owed after termination.

You can visit our [Help Center](#) to close your account.

6. Governing Law and Dispute Resolution

In the unlikely event we end up in a legal dispute, LinkedIn and you agree to resolve it in California courts using California law, or Dublin, Ireland courts using Irish law.

If you live in the Designated Countries: You and LinkedIn Ireland agree that the laws of Ireland, excluding conflict of laws rules, shall exclusively govern any dispute relating to this Contract and/or the Services. You and LinkedIn Ireland agree that claims and disputes can be litigated only in Dublin, Ireland, and we each agree to personal jurisdiction of the courts located in Dublin, Ireland.

For others outside of Designated Countries, including those who live outside of the United States: You and LinkedIn agree that the laws of the State of California, U.S.A., excluding its conflict of laws rules, shall exclusively govern any dispute relating to this Contract and/or the Services. You and LinkedIn both agree that all claims and disputes can be litigated only in the federal or state courts in Santa Clara County, California, USA, and you and LinkedIn each agree to personal jurisdiction in those courts.

7. General Terms

Here are some important details about the Contract.

If a court with authority over this Contract finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of this Contract.

To the extent allowed by law, the English language version of this Contract is binding and other translations are for convenience only. This Contract (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the



If we don't act to enforce a breach of this Contract, that does not mean that LinkedIn has waived its right to enforce this Contract. You may not assign or transfer this Contract (or your membership or use of Services) to anyone without our consent. However, you agree that LinkedIn may assign this Contract to its affiliates or a party that buys it without your consent. There are no third-party beneficiaries to this Contract.

You agree that the only way to provide us legal notice is at the addresses provided in Section 10.

8. LinkedIn "Dos and Don'ts"

8.1. Dos

LinkedIn is a community of professionals. This list of "Dos and Don'ts" along with our **Professional Community Policies** limit what you can and cannot do on our Services.

You agree that you will:

- a. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- b. Provide accurate information to us and keep it updated;
- c. Use your real name on your profile; and
- d. Use the Services in a professional manner.

8.2. Don'ts

You agree that you will *not*:

- a. Create a false identity on LinkedIn, misrepresent your identity, create a Member profile for anyone other than yourself (a real person), or use or attempt to use another's account;
- b. Develop, support or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services;
- c. Override any security feature or bypass or circumvent any access controls or use limits of the Service (such as caps on keyword searches or profile views);
- d. Copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of LinkedIn;
- e. Disclose information that you do not have the consent to disclose (such as confidential information of others (including your employer));
- f. Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights. For example, do not copy or distribute (except through the available sharing functionality) the posts or other content of others without their permission, which they may give by posting under a Creative Commons license;
- g. Violate the intellectual property or other rights of LinkedIn, including, without limitation, (i) copying or distributing our learning videos or other materials or (ii) copying or distributing our technology, unless it is released under open source licenses; (iii) using the word "LinkedIn" or our logos in any business name, email, or URL except as provided in the **Brand Guidelines**;
- h. Post anything that contains software viruses, worms, or any other harmful code;
- i. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
- j. Imply or state that you are affiliated with or endorsed by LinkedIn without our express consent (e.g., representing yourself as an accredited LinkedIn trainer);
- k. Rent, lease, loan, trade, sell/re-sell or otherwise monetize the Services or related data or access to the same, without LinkedIn's consent;
- l. Deep-link to our Services for any purpose other than to promote your profile or a Group on our Services, without LinkedIn's consent;
- m. Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
- n. Monitor the Services' availability, performance or functionality for any competitive purpose;
- o. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services;

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q. Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms); and/or

r. Violate the **Professional Community Policies** or any additional terms concerning a specific Service that are provided when you sign up for or start using such Service.

9. Complaints Regarding Content

Contact information for complaint about content provided by our Members.

We respect the intellectual property rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. We provide a policy and process for complaints concerning content posted by our Members.

10. How To Contact Us

Our Contact information. Our **Help Center** also provides information about our Services.

If you want to send us notices or service of process, please contact us:

ONLINE OR BY MAIL

[Help Center](#) | [About](#) | [Careers](#) | [Advertising](#) | [Talent Solutions](#) | [Sales Solutions](#) | [Small Business](#) | [Mobile](#) | [Language](#) | [Online Learning](#) | [ProFinder](#)
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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): KENNETH J. FREED [SBN 125349]/ DAVID E. WEEKS [SBN 190542] LAW OFFICES OF KENNETH J. FREED 14226 VENTURA BLVD. SHERMAN OAKS, CA 91423 TELEPHONE NO.: (818) 990-0888 FAX NO.: (818) 990-1047 ATTORNEY FOR (Name): CREDITORS ADJUSTMENT BUREAU, INC.		FOR COURT USE ONLY Electronically Filed by Superior Court of CA, County of Santa Clara, on 5/14/2021 9:19 AM Reviewed By: N. Christopherson Case #21CV382341 Envelope: 6445461
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 N. FIRST STREET MAILING ADDRESS: SAME AS ABOVE CITY AND ZIP CODE: SAN JOSE CA 95113 BRANCH NAME: DOWNTOWN SUPERIOR COURT, UNLIMITED CIVIL		
CASE NAME: CREDITORS V. OPPENHEIMER & CO. INC.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: <div style="font-size: 1.2em; font-weight: bold;">21CV382341</div>
		JUDGE: DEPT.:

[Electronic Signature Per C.R.C. 2.257]

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	--

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 4
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 5/8/2021

KENNETH J. FREED

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

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INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)-Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice-Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach-Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case-Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ-Administrative Mandamus
Writ-Mandamus on Limited Court Case Matter
Writ-Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal-Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal.

Rules of Court Rules 3.400-3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims
(arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief from Late Claim
Other Civil Petition

**SANTA CLARA COUNTY SUPERIOR COURT
ALTERNATIVE DISPUTE RESOLUTION
INFORMATION SHEET**

Many cases can be resolved to the satisfaction of all parties without the necessity of traditional litigation, which can be expensive, time consuming, and stressful. The Court finds that it is in the best interests of the parties that they participate in alternatives to traditional litigation, including arbitration, mediation, neutral evaluation, special masters and referees, and settlement conferences. Therefore, all matters shall be referred to an appropriate form of Alternative Dispute Resolution (ADR) before they are set for trial, unless there is good cause to dispense with the ADR requirement.

What is ADR?

ADR is the general term for a wide variety of dispute resolution processes that are alternatives to litigation. Types of ADR processes include mediation, arbitration, neutral evaluation, special masters and referees, and settlement conferences, among others forms.

What are the advantages of choosing ADR instead of litigation?

ADR can have a number of advantages over litigation:

- **ADR can save time.** A dispute can be resolved in a matter of months, or even weeks, while litigation can take years.
- **ADR can save money.** Attorney's fees, court costs, and expert fees can be reduced or avoided altogether.
- **ADR provides more participation.** Parties have more opportunities with ADR to express their interests and concerns, instead of focusing exclusively on legal rights.
- **ADR provides more control and flexibility.** Parties can choose the ADR process that is most likely to bring a satisfactory resolution to their dispute.
- **ADR can reduce stress.** ADR encourages cooperation and communication, while discouraging the adversarial atmosphere of litigation. Surveys of parties who have participated in an ADR process have found much greater satisfaction than with parties who have gone through litigation.

What are the main forms of ADR offered by the Court?

Mediation is an informal, confidential, flexible and non-binding process in the mediator helps the parties to understand the interests of everyone involved, and their practical and legal choices. The mediator helps the parties to communicate better, explore legal and practical settlement options, and reach an acceptable solution of the problem. The mediator does not decide the solution to the dispute; the parties do.

Mediation may be appropriate when:

- The parties want a non-adversary procedure
- The parties have a continuing business or personal relationship
- Communication problems are interfering with a resolution
- There is an emotional element involved
- The parties are interested in an injunction, consent decree, or other form of equitable relief

Neutral evaluation, sometimes called "Early Neutral Evaluation" or "ENE", is an informal process in which the evaluator, an experienced neutral lawyer, hears a compact presentation of both sides of the case, gives a non-binding assessment of the strengths and weaknesses on each side, and predicts the likely outcome. The evaluator can help parties to identify issues, prepare stipulations, and draft discovery plans. The parties may use the neutral's evaluation to discuss settlement.

Neutral evaluation may be appropriate when:

- The parties are far apart in their view of the law or value of the case
- The case involves a technical issue in which the evaluator has expertise
- Case planning assistance would be helpful and would save legal fees and costs
- The parties are interested in an injunction, consent decree, or other form of equitable relief

-over-

Arbitration is a less formal process than a trial, with no jury. The arbitrator hears the evidence and arguments of the parties and then makes a written decision. The parties can agree to binding or non-binding arbitration. In binding arbitration, the arbitrator's decision is final and completely resolves the case, without the opportunity for appeal. In non-binding arbitration, the arbitrator's decision could resolve the case, without the opportunity for appeal, unless a party timely rejects the arbitrator's decision within 30 days and requests a trial. Private arbitrators are allowed to charge for their time.

Arbitration may be appropriate when:

- The action is for personal injury, property damage, or breach of contract
- Only monetary damages are sought
- Witness testimony, under oath, needs to be evaluated
- An advisory opinion is sought from an experienced litigator (if a non-binding arbitration)

Civil Judge ADR allows parties to have a mediation or settlement conference with an experienced judge of the Superior Court. Mediation is an informal, confidential, flexible and non-binding process in which the judge helps the parties to understand the interests of everyone involved, and their practical and legal choices. A settlement conference is an informal process in which the judge meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations. The request for mediation or settlement conference may be made promptly by stipulation (agreement) upon the filing of the Civil complaint and the answer. There is no charge for this service.

Civil Judge ADR may be appropriate when:

- The parties have complex facts to review
- The case involves multiple parties and problems
- The courthouse surroundings would be helpful to the settlement process

Special masters and referees are neutral parties who may be appointed by the court to obtain information or to make specific fact findings that may lead to a resolution of a dispute.

Special masters and referees can be particularly effective in complex cases with a number of parties, like construction disputes.

Settlement conferences are informal processes in which the neutral (a judge or an experienced attorney) meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations.

Settlement conferences can be effective when the authority or expertise of the judge or experienced attorney may help the parties reach a resolution.

What kind of disputes can be resolved by ADR?

Although some disputes must go to court, almost any dispute can be resolved through ADR. This includes disputes involving business matters; civil rights; collections; corporations; construction; consumer protection; contracts; copyrights; defamation; disabilities; discrimination; employment; environmental problems; fraud; harassment; health care; housing; insurance; intellectual property; labor; landlord/tenant; media; medical malpractice and other professional negligence; neighborhood problems; partnerships; patents; personal injury; probate; product liability; property damage; real estate; securities; sports; trade secret; and wrongful death, among other matters.

Where can you get assistance with selecting an appropriate form of ADR and a neutral for your case, information about ADR procedures, or answers to other questions about ADR?

Contact:

Santa Clara County Superior Court
ADR Administrator
408-882-2530

EXHIBIT B



Notice of Service of Process

AST / ALL
Transmittal Number: 23323675
Date Processed: 06/09/2021

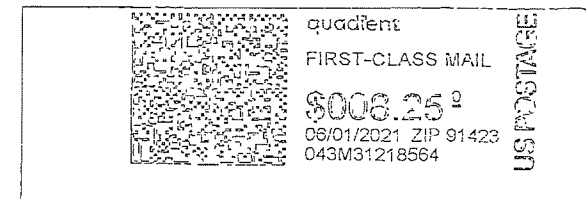
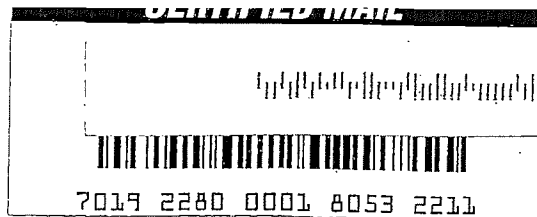
Primary Contact: Dennis P. McNamara
Oppenheimer & Co. Inc.
85 Broad St
Fl 25
New York, NY 10004-2434

Entity:	Oppenheimer Holdings Inc. Entity ID Number 2815787
Entity Served:	Oppenheimer Holdings Inc.
Title of Action:	Creditors Adjustment Bureau, Inc. vs. Oppenheimer & Co. Inc.
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court/Agency:	Santa Clara County Superior Court, CA
Case/Reference No:	21CV382341
Jurisdiction Served:	New York
Date Served on CSC:	06/07/2021
Answer or Appearance Due:	30 Days
Originally Served On:	CSC
How Served:	Certified Mail
Sender Information:	Kenneth J. Freed 818-990-0888

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com



**LAW OFFICES OF
KENNETH J. FREED
A PROFESSIONAL CORPORATION**

14226 Ventura Boulevard
Post Office Box 5914
Sherman Oaks, California 91413

TO: OPPENHEIMER HOLDINGS INC.
c/o CORPORATION SERVICE COMPANY
80 STATE STREET
ALBANY, NY 12207

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

OPPENHEIMER HOLDINGS INC.
c/o CORPORATION SERVICE COMPANY
80 STATE STREET
ALBANY, NY 12207



9590 9402 5504 9249 7285 19

2. Article Number (Transfer from service label)

7019 2280 0001 8053 2211

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes**
If YES, enter delivery address below: ☐ No

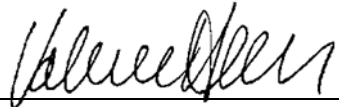
3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

EXHIBIT C

1 PLEASE TAKE FURTHER NOTICE that pursuant to 28 U.S.C. § 1446(d), the filing
2 of the attached Notice of Removal with the federal court effects removal of this action, and this Court
3 may proceed no further unless and until the case is remanded.

4
5
6 DATED: July 12, 2021


ESTHER E. CHO
VALERIE I. HOLDER
KEESAL, YOUNG & LOGAN
Attorneys for Defendants
OPPENHEIMER & CO. INC. and
OPPENHEIMER HOLDINGS INC.

Case Name: *Creditors Adjustment Bureau, Inc. v. Oppenheimer & Co. Inc., et al.*
Case No.: 21 CV382341
KYL File No.: 6646-84

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a party to the within action; my business address is Keesal, Young & Logan, 450 Pacific Avenue, San Francisco, California 94133.

On July 12, 2021, I served the foregoing documents described as:

- 1. DEFENDANTS' NOTICE TO THE CLERK OF THE SUPERIOR COURT OF THE FILING OF REMOVAL AND REMOVAL OF ACTION TO FEDERAL COURT; and**
- 2. DEFENDANTS' NOTICE TO ADVERSE PARTY OF REMOVAL TO FEDERAL COURT**

on the parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Kenneth J. Freed, Esq. David E. Weeks, Esq. LAW OFFICES OF KENNETH J. FREED 14226 Ventura Boulevard Sherman Oaks, CA 91423 Counsel for Plaintiff CREDITORS ADJUSTMENT BUREAU, INC.	Tel.: (818) 990-0888 Fax: (818) 990-1047 Email: KFREED@KJFESQ.COM DWEEKS@KJFESQ.COM
---	--

☒ BY U.S. MAIL: I enclosed the documents in a sealed envelope or package addressed to the above-named persons at the addresses exhibited therewith and (specify one):

☐ I deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

☒ I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this firm's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at San Francisco, California.

☒ E-MAIL OR ELECTRONIC TRANSMISSION: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the above-named persons at the e-mail addresses exhibited therewith. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Case Name: *Creditors Adjustment Bureau, Inc. v. Oppenheimer & Co. Inc., et al.*

Case No.: 21 CV382341

KYL File No.: 6646-84

Executed on July 12, 2021 at San Francisco, California.

I declare under penalty of perjury under the laws of the State of California and United States of America that the foregoing is true and correct.

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

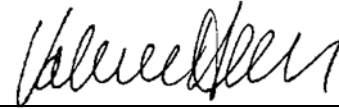


Maria Celina M. Schilt

EXHIBIT D

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2 of the attached Notice of Removal with the federal court effects removal of this action, and this Court
3 may proceed no further unless and until the case is remanded.

4
5
6 DATED: July 12, 2021



ESTHER E. CHO
VALERIE I. HOLDER
KEESAL, YOUNG & LOGAN
Attorneys for Defendants
OPPENHEIMER & CO. INC. and
OPPENHEIMER HOLDINGS INC.

Case Name: *Creditors Adjustment Bureau, Inc. v. Oppenheimer & Co. Inc., et al.*
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☐ I deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

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I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.



Maria Celina M. Schilt